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8 **Attorney for Defendant Dongbu Insurance Company, Ltd.**

9 **IN THE UNITED STATES DISTRICT COURT FOR THE**
10 **NORTHERN MARIANA ISLANDS**

11 **JUNG SOON LEE (deceased), by**
12 **SUNG YOUNG LEE, Personal**
13 **Representative**

14 **Plaintiff,**

15 **v.**

16 **DONG GUK CORPORATION,**
17 **and DONGBU INSURANCE**
18 **COMPANY, LTD.**

19 **Defendants.**

20 **Civil Action No. 05-0031**

21 **DEFENDANT DONGBU**
22 **INSURANCE COMPANY,**
23 **LTD.'S**
24 **ORIGINAL ANSWER AND**
25 **DEFENSES TO**
26 **FIRST AMENDED COMPLAINT**

ANSWER

Defendant Dongbu Insurance Company, Ltd. ("Dongbu") states as follows in answer to Plaintiff's First Amended Complaint ("Complaint"):

1. Dongbu is without information sufficient to plead to the truth or falsity of the averments in Paragraphs 1 through 3, inclusive, and on that basis, denies same.
2. Dongbu denies the averments in Paragraph 4 as written, except that Dongbu admits it was authorized to conduct insurance business in the Commonwealth at all times relevant to the Complaint.

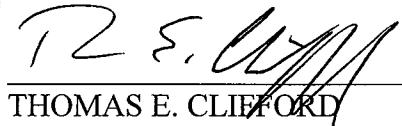
- 1 3. In answer to Paragraph 5, Dongbu incorporates herein as if set forth in full its answers
2 to the previous Paragraphs of the Complaint.
- 3 4. Dongbu is without information sufficient to plead to the truth or falsity of the
4 averments in Paragraphs 6 through 20, inclusive, and on that basis, denies same.
- 5 5. In answer to Paragraph 21, Dongbu incorporates herein as if set forth in full its answers
6 to the previous Paragraphs of the Complaint.
- 7 6. In answer to Paragraph 22, Dongbu admits that it issued an insurance policy to Dong
8 Kuk Corporation, but Dongbu denies that there is any coverage under the applicable
9 policy for the claims set forth in the Complaint.
- 10 7. Dongbu denies the averments in Paragraph 23.
- 11 8. Dongbu denies any averments in the Complaint to which it has not specifically
12 responded, above.
- 13 9. Dongbu denies that Plaintiff is entitled to any of the relief sought in the Complaint.

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16 **DEFENSES**

- 17 1. Plaintiff fails to state a claim upon which relief can be granted in that none of the claims
18 fall within the policy that Dongbu issued to Dong Kuk Corporation including without
19 limitation because the policy has a "dram shop" exclusion for any claims in connection
20 with the selling or providing of alcoholic beverages and the claims in the Complaint
21 arise solely out of same.
- 22 2. Based on the allegations in the Complaint, the Plaintiff assumed the risk and had the last
23 clear chance to avoid the accident in that the decedent was a voluntary passenger in the
24 vehicle of an obviously intoxicated person.
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- 1 3. Based on the allegations in the Complaint, Plaintiff's claims are barred in whole or in
2 part by the illegal conduct of the decedent in jointly receiving with the driver of the
3 vehicle alcoholic beverages after hours.
- 4 4. Based on the allegations in the Complaint, the accident made the basis of the Complaint
5 was caused by a third party, i.e. the operator of the vehicle, over whom neither Dong
6 Kuk Corporation nor Dongbu had any control.
- 7 5. Dongbu incorporates herein by reference any affirmative defense claimed by Defendant
8 Dong Kuk Corporation in its answer to the Complaint.
- 9 6. Dongbu reserves the right to add additional defenses as the case proceeds.
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11 Respectfully submitted this 19th day of October, 2006.

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14 THOMAS E. CLIFFORD
15 Counsel for Defendant
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